

91-0007A
A. G. Contract No. KR910134TRD
ECS File: JPA-91-09
Project: 40B NA252 H2965 01C
951-7-504
Section: B-40 ECL - WCL

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF WINSLOW

THIS AGREEMENT is entered into 27 AUGUST, 1991,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF WINSLOW, acting by and through its City Council (the
"City").

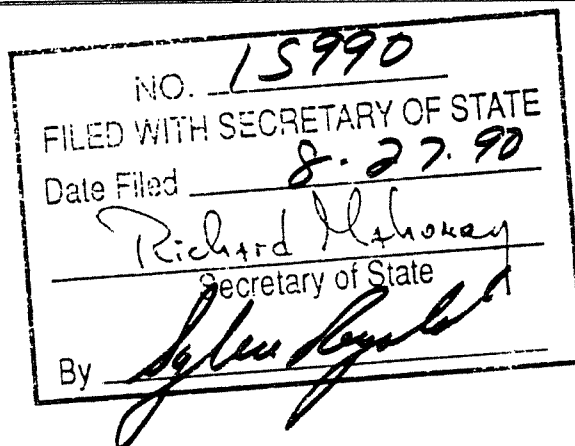
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter Article 1, Section 3 to enter
into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into
this agreement and has authorized the undersigned to execute
this agreement on behalf of the City.

3. The State and the City desire to participate in the
design and construction of improvements to State Route B-40 in
the City, to include construction of curb, gutter and
sidewalks, at an estimated cost of \$220,000.00, hereinafter
referred to as the Project, for the safety and benefit of the
public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The City will:

a. Provide to State standards, design plans, specifications and such other documents and services necessary for construction bidding and construction. Incorporate States review comments.

b. Accomplish the construction of the Project with City forces in strict accordance with the approved plans and specifications, or, call for bids and, with the concurrence of the State, award one or more construction contracts for the Project. Administer same and make all payments thereunder. Be responsible for any contractor claims for extra compensation. Obtain the concurrence of the State for any contractor contract(s) modifications.

c. Invoice the State, no more often than monthly, in amounts sufficient to amortize the Project, and in a total amount not to exceed \$220,000.00.

d. Upon completion, and with the written concurrence of the State, approve and accept the Project on behalf of the parties hereto, and provide maintenance to the sidewalks.

2. The State will:

a. Review the design documents and provide comments as appropriate, and inspect the Project work on a periodic basis.

b. Advance the City \$50,000.00 for the Project, and thereafter reimburse the City within thirty (30) days after receipt and approval of invoices, in a total amount not to exceed \$220,000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E
Phoenix, AZ 85007

City of Winslow
City Administrator
21 Williamson Avenue
Winslow, AZ 86047

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

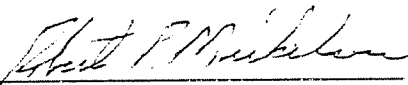
CITY OF WINSLOW, A Municipal
Corporation

STATE OF ARIZONA
Department of Transportation

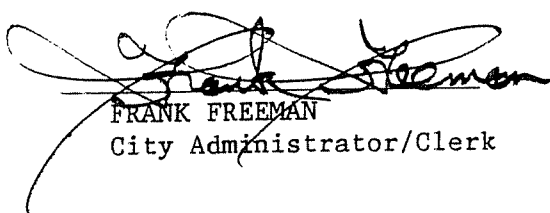
By


BILL ELZEY
Mayor

By


ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

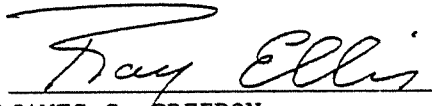

FRANK FREEMAN
City Administrator/Clerk

3468j
7AUG

RESOLUTION

BE IT RESOLVED on this 24th day of January 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Winslow for the purpose of defining responsibilities for the design and construction of improvements to B-40 in the City.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


Per JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

RESOLUTION NO. 875

A RESOLUTION OF THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA APPROVING AN AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF IMPROVEMENTS TO A PORTION OF STATE ROUTE B-40 IN THE CITY AND AUTHORIZING THE MAYOR TO SIGN SAID AGREEMENT.

WHEREAS, on this 11th day of June that the City Council of the City of Winslow has determined that it is in the best interest of City of Winslow enter into an agreement with the Arizona Department of Transportation for the purpose of constructing improvements to State Route B-40 in the City, to include construction of curb, gutter and sidewalks, at an estimated cost of \$220,000 for the health, safety and welfare of the citizens of Winslow.

NOW, THEREFORE, BE IT RESOLVED that Bill Elzey, Mayor of the City of Winslow, is authorized to sign said agreement with the Arizona Department of Transportation for the construction of curb, gutter and sidewalks to a portion of State Route B-40 in the City of Winslow.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, this 11th day of June, 1991.



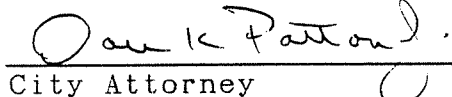
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



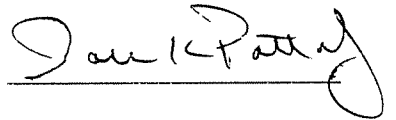
City Attorney

JPA 91-09

APPROVAL OF THE WINSLOW CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF WINSLOW and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 11 day of June, 1991.



City Attorney